

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Deborah Hill and Benjamin Hill,)
 Individually AND ON BEHALF OF ALL OTHERS)
 SIMILARLY SITUATED,)
)
 Plaintiffs,)
)
 vs.)
)
 Housing Authority of the City of Columbia)
 a/k/a Columbia Housing Authority, Robert)
 Gist and Gilbert Walker,)
)
 Defendants.

TO: HOUSING AUTHORITY OF THE CITY OF COLUMBIA a/k/a COLUMBIA HOUSING AUTHORITY, ROBERT GIST AND GILBERT WALKER

YOU ARE HEREBY SUMMONED AND REQUIRED to required to answer the Complaint, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, Pope D. Johnson, III, 1230 Richland Street, Columbia, SC 29201 and Hemphill P. Pride, II, 1401 Gregg Street, Columbia, SC 29201, within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint with the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

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Columbia, South Carolina
February 7, 2019

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
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 DEBORAH HILL AND BENJAMIN HILL,)
 INDIVIDUALLY AND ON BEHALF OF ALL)
 OTHERS SIMILARLY SITUATED,)
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 Plaintiffs,)
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 Housing Authority of the City of Columbia)
 a/k/a Columbia Housing Authority, Robert)
 Gist and Gilbert Walker,)
)
 Defendants.

CLASS ACTION COMPLAINT
(Jury Trial Demanded)

Plaintiffs Deborah Hill and Benjamin Hill, individually, and on behalf of all others similarly situated, by and through their undersigned counsel, and complaining of the Defendants above named, would show this Court:

JURISDICTION

1. Plaintiffs Deborah Hill and Benjamin Hill are residents of Richland County, South Carolina, and a tenant of Allen Benedict Court, a housing complex owned and managed by Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority.
2. On information and belief, Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority, is a public body and a body corporate and politic organized under the laws of the State of South Carolina by the City of Columbia,

located in Richland County, for the purpose of providing adequate housing for qualified low-income individuals.

3. Upon information and belief, Defendant Robert Gist is the Chairman of the Board of Trustees of the Columbia Housing Authority and Defendant Gilbert Walker is the Executive Director of the Columbia Housing Authority and they have known of the problems referred to herein but have not taken action to correct the problems..
4. The most substantial part of the alleged acts or omissions giving rise to the cause of action occurred in Richland County.
5. This Court, as a court of general jurisdiction in South Carolina, has subject matter jurisdiction over this lawsuit and personal jurisdiction over the parties.
6. Venue is proper in Richland County.

FACTUAL ALLEGATIONS

7. Defendant Housing Authority of the City of Columbia a/k/a Columbia Housing Authority (“CHA”) operates a multi-unit apartment complex known as Allen Benedict Court and located at 1810 Allen Benedict Court in Columbia, South Carolina.
8. On information and belief, the Allen Benedict Court complex includes 26 buildings and 244 apartments.
9. On information and belief, the Allen Benedict Court complex was built in 1940.
10. Plaintiffs Deborah Hill and Benjamin Hill heretofore signed a lease agreement to rent an apartment at Allen Benedict Court.
11. On information and belief, the lease agreement into which Plaintiffs entered contained standard language common to tenants’ leases, pursuant to which Defendants undertook and agreed, among other things, to regularly clean all common

areas, maintain the buildings in a safe and habitable condition, and make all necessary maintenance and repairs with reasonable promptness.

12. Plaintiffs have experienced and know other tenants who have experienced suspected or known leaks of gas in their apartments for months or years at Allen Benedict Court.
13. On information and belief, the stoves/ranges and heating system at Allen Benedict Court use gas to operate.
14. On information and belief, the appliances and heating systems have been poorly maintained and not timely or properly repaired or replaced for months or years, resulting in repeated and ongoing known and suspected gas leaks in a substantial number of apartments.
15. On information and belief, on or about January 18, 2019, Columbia public safety officials ordered an evacuation of Allen Benedict Court after two men were found dead following a gas leak in apartments at the complex.
16. On information and belief, initial inspections by Columbia Fire Department and public safety officials revealed numerous gas leaks in multiple buildings and at least 63 apartments.
17. On information and belief, an estimated 411 residents of Allen Benedict Court including Plaintiffs, were ordered to move out of their apartments.
18. On information and belief, Defendants have temporarily housed the residents in hotels throughout the Midlands area.
19. Prior to January 18, 2019, Plaintiffs Deborah Hill and Benjamin Hill began to have a problem with bed bugs in their apartment and when the Defendants failed to correct the problem, they employed their own exterminator to control and exterminate the

bed bugs. When Plaintiffs Hill were required to evacuate their apartment, they left all of their furniture and belongings in the apartment. Plaintiffs Hill had just recently been given access to their apartment and have found that their furniture, clothing and personal belongings are infested with bed bugs and are ruined. Upon information and belief, other tenants had experienced similar problems with bed bugs.

20. On information and belief, Plaintiffs and other tenants of Allen Benedict Court for months or years have repeatedly reported ongoing known and suspected gas leaks to management officials at Allen Benedict Court.
21. On information and belief, have failed or refused to take any meaningful action to correct the problems after receiving repeated complaints and reports of gas leaks from Plaintiffs and other tenants for months or years.
22. On information and belief, Defendants, due to their lack of concern for this serious health and safety issue, deprived Plaintiffs and the other tenants of the use and enjoyment of their apartments, created unfit and unsafe living conditions for the residents, and caused Plaintiffs to suffer extreme emotional distress and fear.
23. Defendants must comply with all applicable building and housing codes materially affecting health and safety.
24. Defendants must do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition.
25. Defendants have failed, even after repeated notice, to remedy a condition that they knew materially affected health, safety, habitability and cleanliness.
26. Defendants' failure to address the known or suspected gas leaks in numerous buildings and apartments at Allen Benedict Court has materially affected the health

and safety of all of the residents, putting them at increased risk of injury, serious medical conditions and death.

27. As a direct and proximate result of Defendants' acts or omissions, Plaintiffs, and all other similarly situated, have suffered a loss of the enjoyment and value of apartments they had paid for, were placed at risk of severe injury and death, and have suffered other damages, in an amount to be determined by the trier of fact.
28. Plaintiffs are entitled to recover for all such damages and request same. Plaintiffs further seek injunctive relief requiring the immediate remediation of the gas leaks by and enjoining the renting of any apartments to new occupants pending their completion.
29. Plaintiffs and Class members do not seek recovery of damages for medical expenses or personal injury.

CLASS ACTION ALLEGATIONS

30. Plaintiffs incorporate each of the foregoing allegations as fully as if repeated herein verbatim.
31. Plaintiffs bring this suit individually and as a class action under Rule 23 of the South Carolina Rules of Civil Procedure, on behalf of themselves and all others similarly situated persons as members of the class initially defined as:

For the period of three years preceding the filing of this Complaint until the present date and continuing during the pendency of this action, all current and former tenants who signed a lease agreement and made rental payments to the Housing Authority of the City of Columbia a/k/a Columbia Housing Authority.

32. The class defined herein is so numerous that joinder of all members is impracticable. Class members can be defined by records maintained by Defendants.

33. There are questions of law or fact common to the class. Common questions of law and fact include whether Defendants failed in their statutorily-imposed, contractual, and common law duties to comply with codes materially affecting health and safety, to keep premises in a fit and habitable condition, and whether the Plaintiffs and the Class members have suffered damages because of Defendants' negligence or wrong acts or omissions; whether Defendants' acts violated the South Carolina Landlord Tenant Act, and whether Plaintiffs and the Class members are entitled to injunctive relief.
34. The claims or defenses of the representative parties are typical of the claims or defenses of the class. Plaintiffs' claims are typical of the claims of members of the Class because all suffered the same type of damages arising out of Defendants' wrongful conduct as described herein. Specifically, the claims of Plaintiffs and Class members arise from Defendants' failure to remedy the health and safety threat posed by the repeated and ongoing gas leaks.
35. The representative parties will fairly and adequately protect the interests of the class. Plaintiffs have retained counsel competent and experienced in class action lawsuits. Plaintiffs have no interests antagonistic or in conflict with those of Class members and therefore is an adequate representative for Class members.
36. The amount of damages in controversy for each members of the class exceeds \$100.00.

FOR A FIRST CAUSE OF ACTION
(Violation of S.C. Residential Landlord and Tenant Act)

37. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

38. Defendants' failure to maintain a healthy and safe premises violates the S.C. Residential Landlord and Tenant Act, S.C. Code Ann. §§ 27-40-220, 27-40-440, 27-40-610, 27-40-630, 27-40-660 and 27-40-910, and the codes incorporated therein by reference.
39. Defendants' noncompliance was willful because they had actual knowledge of the problem yet took no corrective action.
40. Defendants have violated S.C. Code Ann. § 27-40-440 in that it has failed to maintain the premises in such a manner that they are safe, fit and habitable, proximately causing Plaintiffs to suffer actual damages.
41. Plaintiffs are informed and believed that pursuant to S.C. Code Ann. § 27-40-610(b), they are entitled to an award of actual damages, and because the breach was willful, an award of attorney's fees from Defendants.
42. Plaintiffs are entitled to injunctive relief and an order of the Court pursuant to S.C. Code Ann. § 27-40-610(b) requiring Defendants to put Allen Benedict Court in a fit and habitable condition.
43. Defendants' acts and omissions in making Plaintiffs' apartments unsafe and uninhabitable amounts to a constructive or actual ouster of Plaintiffs.
44. Plaintiffs are informed and believe that pursuant to S.C. Code Ann. § 27-40-660, they are entitled to an award of damages in the amount of the greater of three months' rent or two times actual damages by them sustained, as well as an award of attorney's fees from Defendants.
45. On information and belief, Defendants have violated S.C. Code Ann. § 27-40-910, and Plaintiffs have suffered actual damages.

46. Plaintiffs are informed and believe that pursuant to S.C. Code Ann. § 27-40-910(h), and as recompense for having to suffer such actual or threatened retaliation, Plaintiffs are entitled to an award of damages the greater of three months' rent or treble the actual damages sustained by them, as well as an award of attorney's fees from Defendants.
47. Plaintiffs and Class members do not seek recovery of damages for medical expenses or personal injury.

FOR A SECOND CAUSE OF ACTION
(Negligence / Gross Negligence / Negligence Per Se)

48. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.
49. Defendants were negligent, careless, grossly negligent, reckless, willful and wanton in one or more of the following ways:
 - a. In failing to properly maintain Allen Benedict Court in a safe, fit and habitable condition and in allowing repeated and ongoing known and suspect gas leaks;
 - b. In failing to timely address health and safety hazards at Allen Benedict Court;
 - c. In failing to exercise due care in the selection or hiring of employees, agents or subcontractors to manage the complex and/or perform necessary maintenance and repairs at Allen Benedict Court;
 - d. In failing to adequately monitor and supervise the employees, agents or subcontractors that were hired to manage the complex and perform maintenance and repairs at Allen Benedict Court;

- e. In failing to exercise due care in the maintenance and repairs of Allen Benedict Court; and
- f. In such other and further ways that shall be discovered in this litigation.

50. Defendants' breach violated their statutorily and other mandated duties to protect the safety of tenants and residents and maintain the apartments in a safe, fit and habitable condition.

51. As a direct and proximate result of Defendants' acts and omissions, Plaintiffs have been caused to suffer actual damages. Plaintiffs are informed and believe that they are entitled to compensation from Defendants for the same, as well as an award of punitive damages from Defendants for their willful, wanton and reckless disregard of their rights and properly, both jointly and severally.

52. Plaintiffs and Class Members do not seek recovery of damages for medical expenses or personal injury.

FOR A THIRD CAUSE OF ACTION
(Civil Conspiracy)

53. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

54. Defendants combined and conspired with one another and others to wrongfully obtain rents and/or rental equivalents, and other money, to which they are and were not entitled or to otherwise injure Plaintiffs.

55. Plaintiffs are informed and believe that these actions and omissions were undertaken by Defendants recklessly and in malicious disregard of the rights of Plaintiffs.

56. As a direct and proximate result of such combination and conspiracy, Plaintiffs have suffered special damages as aforementioned, including but not limited to exposure to substandard living conditions and the damages, as well as an award of punitive

damages for Defendants' reckless disregard of Plaintiffs' rights, both jointly and severally.

57. Plaintiffs and Class members do not seek recovery of damages for medical expenses or personal injury.

FOR A FOURTH CAUSE OF ACTION
(Breach of Warranties of Habitability and Quiet Enjoyment)

58. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.
59. Implied in Plaintiffs' leasehold are the express and implied warranties of habitability and quiet enjoyment.
60. Defendants' failure to maintain a safe, healthy and livable premises violates the express and implied warranties of habitability and quiet enjoyment.
61. Defendants knew or should have known of the repeated and ongoing gas leaks that created the unhealthy and unsafe conditions, but failed to correct same.
62. Plaintiffs are informed and believe that as a direct and proximate result of Defendants' acts and omissions as described herein, they have sustained actual damages.
63. Plaintiffs are informed and believe that they are entitled to recover compensation from Defendants for the same, as well as an award of punitive damages for Defendants' willful, wanton and reckless disregard of their rights.
64. Plaintiffs and Class members do not seek recovery of damages for medical expenses or personal injury.

FOR A FIFTH CAUSE OF ACTION
(Breach of Contract)

65. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.

66. Plaintiffs entered into a written contract and lease agreement with Defendant Columbia Housing Authority for rental of their apartments, and implied in that contract was a duty of covenant of good faith and fair dealing.
67. Plaintiffs performed all conditions precedent to faithful performance of that contract by Defendants.
68. Defendant Columbia Housing Authority, by its acts and omissions as described herein, failed to perform such contract and breached the same, including, but not limited to, a breach of their duty to maintain Allen Benedict Court in a safe, fit and habitable condition.
69. As a direct and proximate result of Defendant Columbia Housing Authority's acts and omissions, Plaintiffs have suffered actual damages, and is informed and believes that they are entitled to compensation from Defendant Columbia Housing Authority for such actual damages.
70. Plaintiffs and Class members do not seek recovery of damages for medical expenses or personal injury.

FOR A SIXTH CAUSE OF ACTION
(Unjust Enrichment)

71. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.
72. By signing their lease agreements, Plaintiffs enabled Defendant Columbia Housing Authority to collect fair market rent or rental equivalents for the multi-unit complex at Allen Benedict Court as if they were in and would be maintained in a safe, fit and habitable condition, thereby conferring a non-gratuitous benefit upon Defendants.
73. Defendant Columbia Housing Authority has realized such benefit in the form of fair market rents or rental equivalents based upon the presupposition that the apartments

were habitable and would be maintained by them, and have been unduly enriched by the same due to the fact that the apartments for which they were receiving fair market rent were not fit and habitable and were not maintained by them.

74. Plaintiffs are informed and believe that allowing Defendant Columbia Housing Authority to retain the benefit of fair market rental value of habitable apartments is inequitable, given the fact that the apartments were not fit and habitable.
75. Plaintiffs are informed and believe that they are entitled to have Defendant Columbia Housing Authority disgorge the difference between the fair market rents or rental equivalents collected for habitable apartments and the actual rental value, if any, for the apartments at Allen Benedict Court, plus interest.
76. Plaintiffs and Class members do not seek recovery of damages for medical expenses or personal injury.

FOR A SEVENTH CAUSE OF ACTION
(Injunctive Relief)

77. Plaintiffs incorporate all prior allegations as if fully reiterated verbatim herein.
78. Plaintiffs entered into a written contract and lease agreement with Defendants for the rental of their apartments.
79. Defendants, by their acts and omissions as described herein, failed to perform such contract and breached the same, including, but not limited to, a breach of their duty to maintain Allen Benedict Court in a safe, fit and habitable condition.
80. Defendants breached their duty in one or more of the ways described herein.
81. Plaintiffs have a right to injunctive relief to ensure that the apartments are in a safe and habitable condition, and free of known or suspected gas leaks.
82. Plaintiffs assert that the damage is irreparable.

83. Plaintiffs assert that the remedy at law is inadequate to prevent a failure of justice.
84. Plaintiffs are entitled to a permanent injunction requiring Defendants to take all steps necessary to ensure relief to ensure that the apartments at Allen Benedict Court are in a safe and habitable condition, and free of known or suspected gas leaks.

DEMAND FOR JURY TRIAL

Plaintiffs and Class members demand a jury trial on all causes of action to which they are entitled by a jury of their peers.

PRAYER FOR RELIEF

WHEREFORE, as the amount in controversy, exclusive of interest and costs, is less than Five Million Dollars (\$5,000,000.00), and having fully set forth their Complaint, Plaintiffs pray that the Court grant by verdict or judgment an award of all damages they may recover under the law under all causes of action in this Complaint, including actual damages, consequential damages, special damages and punitive damages in an amount to be determined by a jury, and declaratory and injunctive relief, including attorney's fees and costs as allowed by any statute or court rule, and such other and further relief as the Court may deem just and proper.

Specifically, Plaintiffs seek:

- a. On the First Cause of Action (S.C. Landlord-Tenant Act), and award of
 - (1) actual damages plus attorney's fees and costs, in addition to an order of the Court requiring Defendants to put Allen Benedict Court in a fit and habitable condition, all pursuant to S.C. Code § 27-40-610(b); and/or
 - (2) the greater of actual damages doubled pursuant to statute or the equivalent of three months' rent, plus attorney's fees, pursuant to S.C. Code §27-40-660; and/or

(3) the greater of treble actual damages or the equivalent of three months' rent, plus attorney's fees, pursuant to S.C. Code §27-40-910(h);

b. On the Second Cause of Action (Negligence), an award of actual and punitive damages;

c. On the Third Cause of Action (Civil Conspiracy), an award of special and punitive damages;

d. On the Fourth Cause of Action (Breach of Warranties of Habitability and Quiet Enjoyment), an award of actual and punitive damages;

e. On the Fifth Cause of Action (Breach of Contract), an award of actual damages;

f. On the Sixth Cause of Action (Unjust Enrichment), an award of disgorgement of the difference between the total rents actually collected by Defendants based upon the presupposition that the apartments were habitable and the real rental values of those apartments, if any, in the actual uninhabitable condition, plus interest;

g. On the Seventh Cause of Action (Injunctive Relief), a court order and permanent injunction requiring Defendants to take all steps necessary to ensure relief to ensure that the apartments at Allen Benedict Court are in a safe and habitable condition, and free of known or suspected gas leaks;

h. The costs of this action; and

i. Such other and further damages and relief as the Court deems appropriate.

Respectfully submitted,

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